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GAINES LAW CORPORATION
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January 9, 2026

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Opendoor Services, Inc.
PO Box 9323
Stockton, CA 95204 Defendant mailed certified # 9589 0710 5270 2440 3915 23

Agent for Service of Process for Opendoor Services, Inc.
A. Peter Rausch, Jr.
311 Bonita Drive
Aptos, CA 95003 Agent mailed certified # 9589 0710 5270 2440 3915 30

Re: ***Labor Code Violations of Opendoor Services, Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Madeline Palmer, a former non-exempt California employee of Opendoor Services, Inc. ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Central California. Herein we set forth the facts and theories of California Labor Code violations that we allege Defendant engaged in with respect to our client and its other non-exempt California employees ("Aggrieved Employees").

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 4-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. When our client and other Aggrieved Employees did receive a meal period, they were typically taken on-duty; however, their job duties and circumstances did not qualify them for an on-duty meal period (nor did Defendant maintain an on-duty meal period agreement). Defendant also failed to retain accurate records because our client and Aggrieved Employees did not record their start and end times for meal periods. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1194, and IWC Wage Order 4-2001.

Defendant failed to pay correct premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. They were simply denied and not authorized to take their legally entitled rest periods (they were typically taken while on-duty if at all), and were never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendant also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, personal vehicle expenses. Although Defendant did reimburse our client and Aggrieved Employee at the rate of 45 cents per mile driven, this is less than the required 2025 IRS mileage reimbursement rate of 72.5 cents per mile driven. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. These instances violate Labor Code § 2802.

Our client further alleges that Defendant failed to provide her and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay her all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201-203. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES LAW CORPORATION

By: ______________________
EVAN S. GAINES